

BILL NO. S-78-05-14 (AS AMENDED) (AS AMENDED) (AS AMENDED)

SPECIAL ORDINANCE NO. S-156-78

AN ORDINANCE TO PROVIDE FOR COLLECTIVE
BARGAINING, AND THE ARBITRATION OF
DISPUTES WITH RESPECT TO POLICE OFFICERS
AND FIREFIGHTERS OF THE CITY OF FORT
WAYNE, INDIANA

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
WAYNE, INDIANA, THAT:

SECTION 1. This Ordinance may be cited and referred to as
the Police Officers' and Firefighters' Arbitration Ordinance.

SECTION 2. It is hereby declared to be the public policy of the City
of Fort Wayne, Indiana;

1. That the City should recognize each labor organization as
selected by the majority police officers in an appropriate unit, and as selected
by the majority of firefighters in an appropriate unit, and that such organizations
should have the right to bargain collectively in their respective members'
behalf.

2. That a reasonable, fair and equitable method of settling
disputes between police officers or firefighters and the City should be established
in the public interest.

3. That in the protection of the public health, safety and welfare
of the citizens of Fort Wayne, Indiana, police officers in the Police Department
and firefighters in the Fire Department thereof should not, and will not, be
accorded the right to strike. A strike will constitute a violation of this
ordinance.

SECTION 3. As used in this Ordinance, the following terms shall
have the following meanings, unless the context requires a different interpretation:

1. The term "Police Officers" shall mean the permanent members
of the Fort Wayne Police Department in an appropriate bargaining unit.

2. The term "Fire Fighters" shall mean the permanent members
of the Fort Wayne Fire Department in an appropriate bargaining unit.

3. The term "factors" shall mean wages, hours of employment,
fringe benefits and working conditions.

4. The term "City" shall mean the City of Fort Wayne and those officially designated person (s) by the Mayor, who shall act on behalf of the City on all factors.

5. The term "Supervisor" means a police officer having the authority in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other police officers, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

6. The term "bargaining unit" or "unit" shall apply to:

- a. The group composed exclusively of non-supervisory police officers;
- b. The group composed exclusively of supervisory police officers;
- c. The group composed of all members of Fort Wayne Fire Department.

7. The term "exclusive representative" shall mean the labor organization selected by the majority of police officers and fire fighters in an appropriate unit to represent them as to wages, hours of employment, fringe benefits and working conditions.

8. The term "Strike" shall mean any group action or refusal to act, which results in any interference with normal activity of the department, such as, but not limited to willful absence from one's position, sick in, or stoppage of work or abstinence or interference in whole, or in part from the full, faithful and proper performance of duties of employment without the lawful approval of the City.

SECTION 4. The police officers and fire fighters of the City all have the right to bargain collectively with the City and to be represented by such labor organization as selected by the majority of police officers and fire fighters in an appropriate unit with respect to factors. The unit shall be recognized as the exclusive representative, unless and until such recognition is withdrawn by a vote of majority of police officers and fire fighters in the unit. All elections shall be by secret ballot.

SECTION 5. Dues Deduction: The City shall, upon written receipt of the authorization of a police officer or a fire fighter, deduct from the pay of that employee any fee designated or certified by the appropriate officer of an employees' organization, and shall remit those fees to the employees' organization.

SECTION 6. (a) It shall be the obligation of the City to meet and bargain in good faith with the representative or representatives of the bargaining unit within five (5) days after receipt of written request for a meeting for collective bargaining purposes. Notices for collective bargaining shall be given to the City by service upon the Controller of the City of Fort Wayne and to the presiding officer of the City Council. The obligation to bargain in good faith shall include the duty to cause any agreement, resulting from such negotiations, to be reduced to writing. A contract may also contain a grievance procedure culminating in final and binding arbitration on unresolved grievances, but such binding arbitration shall have no power to amend, add to subtract from or supplement provisions of the contract. PROVIDED, HOWEVER, that the term of any such contract in writing shall not exceed three (3) years.

(b) The person(s) designated by the Mayor to represent the City are hereby authorized to conduct all negotiations. Persons so designated shall not be elected government officials.

(c) The Mayor shall meet with the Common Council prior to negotiations to gain suggestions from the members of Council as to items to be considered at the bargaining table. The Mayor shall inform the Common Council at regular intervals of the progress of negotiations.

SECTION 7. In the event that the bargaining unit and the City are unable, within thirty (30) days from and including the date of their first meeting, to reach an agreement on a contract, any and all unresolved issues shall be submitted to mediation and if need be arbitration. If the selection of a mediator cannot be agreed upon mutually, the Federal Mediation and Conciliation Service shall provide a mediator upon the request of either the City or the exclusive representative. If the bargaining unit representatives and the City, with the assistance of a mediator, are unable within twenty-five (25) days after the date of the first meeting with the mediator to reach an agreement on a contract, any unresolved issues must be submitted to arbitration.

SECTION 8. Within ten (10) days from the expiration date of the twenty-five (25) day period referred to in Section 7 hereof, the bargaining unit and the City shall begin the process of selecting one arbitrator from a list of seven (7) arbitrators (list with resumes of arbitrators will be provided by Federal Mediation and Conciliation Service) by alternately eliminating names until one arbitrator's name remains. Elimination procedure will be determined by drawing of lots and selection must be completed within (10) days from receipt of list from Federal Mediation and Conciliation Service. The arbitrator so selected shall be deemed the arbitrator.

SECTION 9. The arbitrator shall call a hearing to be held within ten (10) days after the date of his selection. The hearing shall be informal,

and the rules of evidence prevailing in judicial proceedings shall not be applicable. Any and all documentary evidence and other data deemed relevant by the arbitrator may be received in evidence. The arbitrator shall have the power to administer oaths, to require by subpoena the attendance and testimony of witnesses, the production of books, records and other evidence relative or pertinent to the issues presented to him for determination.

The hearing conducted by the arbitrator shall be concluded within twenty (20) days from the time of commencement, and within ten (10) days after the conclusion of the hearings the arbitrator shall make written findings and conclusions upon the issues presented, a copy of which shall be mailed or otherwise delivered to the bargaining unit and the City. The arbitrator's decision(s) shall be considered non-binding, unless the bargaining unit and the City agree prior to arbitration that the decision (s) in certain areas shall be binding upon both parties. Decisions in regard to annual pay and monetary fringe benefits and hours of employment shall be subject to approval by the Common Council in accordance with statutory authority granted by IC 18-1-11-2.

SECTION 10. The arbitrator shall conduct the hearings and render his decision upon the basis of a prompt, peaceful and just settlement of all disputes and issues between the bargaining unit and the City with respect to factors. The matters, among other, to be given weight by the arbitrator in arriving at a decision shall include:

1. Comparison of factors in respect to Police Departments and Fire Departments with similar and like factors prevailing in not only the local area, but prevailing in other second class cities in Indiana.

2. The interest and welfare of the public.

3. Comparison of peculiarities of employment in regard to other trades or professions, in particular:

- a. Hazards of employment;
- b. Physical qualifications;
- c. Educational qualifications;
- d. Mental qualifications;
- e. Job training and skills

4. Such other matters as the arbitrator may deem pertinent or relevant.

SECTION 11. Reasonable fees and necessary expenses of mediation and arbitration shall be borne equally by the bargaining unit and the City.

SECTION 12. Any agreements negotiated between the bargaining unit and the City either before, or within thirty (30) days after arbitration, shall

constitute the collective bargaining contract with respect to the police officers or firefighters and the City for the period stated therein; PROVIDED, HOWEVER, that such period shall not exceed three (3) years.

SECTION 13. Whenever the factors, as herein defined, or any other matters requiring the appropriation of money by the City are included as matters of collective bargaining conducted under the provision of this Ordinance, it shall be the obligation of the bargaining unit to serve written notice of request for collective bargaining in respect to factors on the City at least one hundred twenty (120) days before the last day on which money can be appropriated by the City to cover the contract period which is the subject of the collective bargaining procedure.

SECTION 14. If any provision of this Ordinance, or application thereof to any person or circumstances, is held unconstitutional or otherwise invalid, the remaining provisions of this Ordinance shall not be affected thereby.

SECTION 15. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

James S. Stier
Councilman

Read the third time in full and on motion by Stier, seconded by V. Schmidt and duly adopted, placed on its passage. Passed by the following vote:

Ayes: Nine

Burns, Hinga, Hunter, Moses, Nuckols, D. Schmidt,
V. Schmidt, Stier, Talarico

Nays: None

Date: 9-12-78

Charles W. Westerman
City Clerk

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana as Special Ordinance No. S-156-78 on the 12th day of September, 1978.

ATTEST: (SEAL)

Charles W. Westerman Samuel J. Talarico
City Clerk Presiding Officer

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on

the 13th day of September, 1978, at the hour of 11:30 o'clock A.M., E.S.T.

Charles W. Westerman
City Clerk

Approved and signed by me this 21 day of September, 1978, at the hour of 2:00 o'clock P.M., E.S.T.

Robert E. Armstrong
Mayor

THE COUNCIL THEN ADJOURNED.

CERTIFICATE

I hereby certify that I am the duly elected, acting and incumbent City Clerk of the City of Fort Wayne, Indiana and as such the custodian of the records of the Common Council of said City and that the above and foregoing is the true, full and complete record of the proceedings of the Common Council of the City of Fort Wayne, Indiana for its Regular Session, held on Tuesday the 12th day of September, 1978; that the numbered ordinances and resolutions shown therein were duly adopted by said Common Council on said date and were presented by me to the Mayor of the City of Fort Wayne and were signed and approved or disapproved by said Mayor as and on the dates shown as to each such ordinance and resolution respectively; and that all such records, proceedings, ordinances and resolutions remain on file and record in my office.

WITNESS my hand and the official seal of the City of Fort Wayne, Indiana, this 20th day of September, 1978

Charles W. Westerman
City Clerk